

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MASSTECH COMMUNICATIONS, INC.,)	CIVIL ACTION
)	NO. 04 CV 10604 NG
Plaintiff,)	
)	
v.)	
)	<u>DEFENDANT'S MOTION FOR</u>
ROBERT CURRAN, KEVIN CURRAN)	<u>DECLARATORY RELIEF AND</u>
and THE MARKETPLACE GROUP, INC.,)	<u>REQUEST FOR ORAL</u>
)	<u>ARGUMENT</u>
Defendants.)	
)	
)	

Defendants hereby move this Court for Declaratory Relief, and as grounds therefore Defendants rely upon their Opposition to Plaintiff's Motion for Judgment, filed this same date. Defendants move that this Court declare:

1. That the Settlement Agreement, and any injunction that this Court may issue, be sufficiently specific so as not to bar Defendants from engaging in any business;
2. That Kevin Curran and The Marketplace Group, Inc., are not under any injunctive order;
3. That any injunction issued by this Court, whether or not incorporated into any settlement agreement between the parties, expire no later than twenty four (24) months from issuance of the Temporary Restraining Order in this case;
4. That the language and contents of any injunction issued by this Court not be incorporated into any settlement agreement between the parties;

Or, in the alternative:

5. That MassTech's characterization in its Motion for Judgment, of clause "a" of the Injunction be adopted, excluding the word "further." In whole, clause "a" should read: "use or dissemination of MassTech's confidential information";

6. That this Court place appropriate and specific limits on Paragraph 4 of the Settlement Agreement by delimiting the nature of the prohibited data, and the context of the non-solicitation, and limit the entire provision to twenty four (24) months from the issuance of the Temporary Restraining Order in this case;

7. That clause "c" in the Preliminary Injunction or any cognate provision in any Permanent Injunction cannot be effective unless Plaintiff provides Defendants with a list of customers and contacts, and even then shall be limited to a reasonable amount of time;

8. That clause "c" in the Preliminary Injunction or any cognate provision in any Permanent Injunction is limited to those demonstrable customers and contacts of Plaintiff as of April 2004;

9. That clause "b" in the Preliminary Injunction or any cognate provision in any Permanent Injunction is stricken, or shall be stricken, upon the expiration of twenty four (24) months from the entry of the Temporary Restraining Order in this case;

10. That any data gathered by Defendants from sources other than the MassTech database at issue be ruled to be non-actionable conduct by Defendants, and that the gathering of such data need not be unreasonably documented;

Or, in the alternative:

11. That this Court order the parties to a new settlement conference with Judge Gertner.

In support of this Motion for Declaratory Relief, Defendants rely on their Opposition to Plaintiff's Motion for Judgment.

REQUEST FOR ORAL ARGUMENT

Defendants hereby request an oral argument on this Motion for Declaratory Relief.

Respectfully submitted,

The Marketplace Group, Inc.,
Kevin Curran, and
Robert Curran

By their attorney,

/s/ Lucy D. Lovrien

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Dated: January 19, 2006

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participants on January 19, 2006.

/s/ Lucy D. Lovrien

Lucy D. Lovrien

CERTIFICATE UNDER LOCAL RULE

In accordance with Local Rule 7.1. (A)(2), counsel for counsel for Defendants hereby certifies that she conferred with counsel for Plaintiff on January 19, 2004, and attempted in good faith to resolve or narrow the issue, but such attempt was unsuccessful.

/s/ Lucy D. Lovrien

Lucy D. Lovrien